

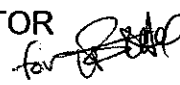
Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 5/7/2007	Department ID Number: CS07-014

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY: JIM B. ENGLE, DIRECTOR, COMMUNITY SERVICES 

SUBJECT: APPROVE OCTA AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C-2-0656 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND CITY OF HUNTINGTON BEACH FOR SENIOR MOBILITY PROGRAM 

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
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Statement of Issue: The Orange County Transit Authority (OCTA) is requesting the City of Huntington Beach approve Amendment No. 1 to Cooperative Agreement No. C-2-0656 between the OCTA and City of Huntington Beach for Senior Mobility Program dated June 26, 2002. Acceptance of OCTA Amendment No. 1 will extend the Cooperative Agreement to June 30, 2011.

Funding Source: FY 07-08 Orange County Transportation Authority, county funds of \$147,499, plus 20% match of city funds (\$36,875) subsidized by the Huntington Beach Council On Aging through a Hoag Hospital Grant. Matching funds are identified in the Donation Fund, Senior Transportation - Account #10345502.52000.

Recommended Actions: Motion to:

1. Approve and authorize the Mayor and City Clerk to execute Amendment No. 1 to Cooperative Agreement No. C-2-0656 between the OCTA and City of Huntington Beach to extend the term of the agreement to January 30, 2011; and
2. Authorize the appropriation of OCTA/County Senior Mobility grant funds on an annual basis through June 30, 2011.

Alternative Action: Do not approve Amendment No. 1 to Cooperative Agreement No. C-2-0656 between the OCTA and City of Huntington Beach, thereby eliminating 80 percent funding to the Senior Mobility Program.

E-5

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 5/7/2007

DEPARTMENT ID NUMBER: CS07-014

Analysis: The OCTA and City of Huntington Beach entered into a cooperative agreement whereby through funding by OCTA, the city would provide accessible senior transportation services that do not duplicate OCTA services. The Senior Mobility Program Cooperative Agreement was approved by City Council at its June 17, 2002 meeting. Under the program, the OCTA provides 80 percent of the total operating costs of the Senior Mobility Program, as well as technical assistance to enable participating cities to offer local transportation services. In addition to the funds, the Cooperative Agreement provided donation of two OCTA retired, paratransit buses for use in the Senior Mobility Program at no cost to the city. Under the cooperative agreement, 20 percent of the total operating costs of the Senior Mobility Program are funded by the Huntington Beach Council On Aging with a transportation grant from Hoag Hospital. The term of the Cooperative Agreement is in full force and effect through June 2007. The OCTA has offered to extend the agreement through June 30, 2011 through Amendment No. 1 (Attachment No. 1).

Funds are awarded to the city based on an annual July – June fiscal year. For the grant period of July 1, 2007 – June 30, 2008, the program costs are estimated at \$184,374, with the OCTA county grant totaling \$147,499 which includes monies from the County Office on Aging. The city's 20% match requirement totals \$36,875 and is provided by the Huntington Beach Council on Aging through an annual grant from Hoag Hospital. The remaining projected funding levels through 2011 are shown below and are included as Exhibit B of Attachment No. 2.

July 2008 – June 2009: \$195,690 (OCTA/ county share, \$156,552; city share, \$39,138)
July 2009 – June 2010: \$207,546 (OCTA/county share, \$166,037; city share, \$41,509)
July 2010 – June 2011: \$222,149 (OCTA/county share, \$177,719; city share, \$44,430)

Strategic Plan Goal: Approving the amendment to the city's Cooperative Agreement with OCTA will meet Strategic Plan Goal City Services C-2 - Provide quality public services with the highest professional standards to meet community expectations and needs, assuring that the city is sufficiently staffed and equipped overall. The amendment will extend the term of the Senior Mobility Program Cooperative Agreement which provides the majority of funds as well as two buses for the city's senior transportation program, providing seniors with safe and convenient transport to appointments, marketing, etc.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Amendment No. 1 to Cooperative Agreement No. C-2-0656
7	2.	Cooperative Agreement No. C-2-0656 with Exhibits A and B

ATTACHMENT #1

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3. Amend ARTICLE 5. NOTICES, Page 4 of 6, to delete in its entirety lines 14 through 21 and in lieu thereof insert the following:

To CITY:

Community Services Department

2000 Main Street

P.O. Box 190

Huntington Beach, California 92648

ATTENTION: Janeen Laudenback,

Superintendent of Recreation and Human Services

(714) 536-5496 Fax: (714) 374-1654

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION: Pia Veesapen,

Procurement Administrator

(714) 560-5619, email: pveesapen@octa.net

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AMENDMENT NO. 1 TO
AGREEMENT NO. C-2-0656

The balance of said Agreement remains unchanged.

Upon execution by both parties, this Amendment No. 1 shall be made effective July 1, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-2-0656 to be executed on the date first written above.

CITY OF HUNTINGTON BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

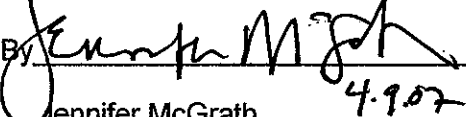
By _____

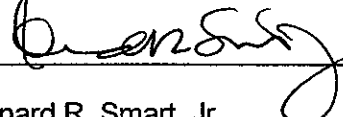
Gil Coerper
Mayor

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By 
Jennifer McGrath
City Attorney

By 
Kennard R. Smart, Jr.
General Counsel

ATTEST:

APPROVED:

By _____

By 

Joan Flynn
City Clerk

John D. Byrd
General Manager, Transit

Date 3/19/07

INITIATED AND APPROVED:

By 

Jim Engle
Director of Community Services

REVIEWED AND APPROVED:

By 

Penny Culbreth-Graft
City Administrator

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ATTACHMENT #2

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COOPERATIVE AGREEMENT C-2-0656

BETWEEN

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF HUNTINGTON BEACH

FOR SENIOR MOBILITY PROGRAM

THIS AGREEMENT is made and entered into this 26th day of June, 2002 by and between the Orange County Transportation Authority, a public corporation of the State of California (hereinafter referred to as "AUTHORITY") and the City of Huntington Beach (hereinafter referred to as "CITY").

RECITALS

WHEREAS, AUTHORITY has been retained by the Area Agency on Aging (AAA) to provide countywide transportation of seniors to nutrition sites funded by AAA; and

WHEREAS, CITY is desirous of obtaining transportation services for seniors of the City of Huntington Beach; and

WHEREAS, AUTHORITY and CITY jointly wish to expand the senior transportation services available by looking at alternative methods of providing transportation services to the seniors; and

WHEREAS, AUTHORITY and CITY agree to enter into the senior mobility program concerning senior transportation services; and

WHEREAS, this Cooperative Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing a senior mobility program for senior transportation;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as follows:

ARTICLE 1. COMPLETE AGREEMENT

A: This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this

1 Agreement shall not affect the validity of other term(s) or condition(s).

2 B. AUTHORITY's failure to insist in any one or more instances upon CITY's performance of
3 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of
4 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s) and
5 CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this
6 Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an
7 authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued
8 in accordance with the provisions of this Agreement.

9 **ARTICLE 2. RESPONSIBILITIES OF THE AUTHORITY:**

10 A. AUTHORITY agrees to provide funds annually in the amount specified in the attached
11 Exhibit B, "Projected Funding Levels" through 2011 for the senior mobility program using funds obtained
12 from the Older Americans Act as allocated by Orange County's AAA, and Article 4.5 of the State of
13 California Transportation Development Act.

14 B. The funding levels are determined each year based on changes in senior population.
15 Annual allocations will be calculated using actual growth in senior population and the Consumer Price Index
16 (CPI).

17 C. AUTHORITY will pay to CITY the AUTHORITY's annual contribution for the first fiscal
18 year within thirty (30) days of receipt of a request to draw down Senior Mobility Program funds or the
19 start of service, whichever is later. Subsequent annual contributions will be paid to the CITY by July 30th
20 of the following year.

21 D. All unused or unmatched AUTHORITY funds shall be deducted from the following fiscal
22 year allocations.

23 E. AUTHORITY will administer and coordinate the pilot program with the AAA.

24 F. AUTHORITY will provide technical assistance to CITY, if requested, in the following areas:

- 25 1) Vehicle donations; and
- 26 2) Periodic workshops on a variety of topics

G. AUTHORITY will establish a network of local operators who will meet on a regular basis.

ARTICLE 3. RESPONSIBILITIES OF CITY:

A. CITY agrees that all funds received from AUTHORITY as specified in Article 2A above will be used exclusively for providing accessible senior transportation services that do not duplicate AUTHORITY's services as specified in Exhibit A entitled "Scope of Work."

B. CITY agrees to a twenty percent (20%) match of funds provided by AUTHORITY. Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

C. CITY may contract with a third party service provider to provide senior transportation services provided that:

1. Contractor is selected using a competitive procurement process; and
2. Wheelchair accessible vehicles are available and used when requested.

E. CITY shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage or subject to self-insurance provisions. CITY shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum of \$1,000,000 of coverage.
2. Automobile Liability Insurance with Primary Bodily Injury with a minimum of \$1,000,000 combined single limits;
3. Workers' Compensation with limits as required by the State of California;
4. Employers' Liability with limits of a minimum of \$100,000; and
5. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker issued insurance certificate or certificate of self insurance, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within seven (7) calendar days from the date of execution of the Agreement. AUTHORITY must be named as an additional insured on the certificate and endorsement. CITY shall include on the face of the certificate of self insurance the Agreement Number C-2-0656; and, the Procurement

1 Administrator's Name, Rebecca Potter.

2 F. CITY agrees to provide AUTHORITY with monthly summary reports of the CITY's senior
3 mobility program. CITY shall submit monthly summary report within twenty (20) calendar days as
4 specified in Exhibit C "Senior Mobility Monthly Report," included in this Agreement, which is incorporated
5 into and made part of this Agreement.

6 **ARTICLE 4. TERM OF AGREEMENT:**

7 This Agreement shall commence upon execution by both parties, and shall continue in full force
8 and effect and shall extend through June 2007 as mutually agreed to by both parties. The AUTHORITY
9 retains the option to extend this agreement through June 30, 2011.

10 **ARTICLE 5. NOTICES**

11 All Notices pertaining to this Agreement and any communications from the parties may be made
12 by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified
13 mail, return receipt requested, postage prepaid and addressed as follows:

14 To CITY:

15 Community Services Department

16 2000 Main Street

17 P.O. Box 190

18 Huntington Beach, CA 92648

19 ATTENTION: Mr. Bill Fowler

20 Superintendent of Recreation and Human Services

21 (714) 536-5496 Fax: (714) 374-1654

To AUTHORITY:

Orange County Transportation Authority

550 S. Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Rebecca Potter, C.P.M.,

Senior Procurement Administrator

(714) 560-5619 Fax: (714) 560-5792

22 **ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS:**

23 AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they
24 shall comply with all applicable federal, California State and local laws, statutes and ordinances and all
25 lawful orders, rules and regulations promulgated thereunder.

ARTICLE 7. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

- (1) the provisions of this Agreement, including all exhibits; (2) AUTHORITY's staff report dated September 6, 2001; (3) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 8. AUDIT AND INSPECTION OF RECORDS

City shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, records, payroll documents and facilities as AUTHORITY deems necessary. CITY shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance hereunder and for a period of five (5) years from the date of final payment by CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors.

ARTICLE 9. TERMINATION

A. AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in whole or in part by giving the other party written notice thereof of not less than ninety (90) days in advance of the specified date of termination.

B. If Agreement is terminated prior to July 1st of any year within the term, the CITY shall return funds on a prorated basis for that annual allocation.

ARTICLE 10. INDEMNIFICATION

A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Cooperative Agreement.

B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full indemnification of AUTHORITY.

ARTICLE 11. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or facilities by the federal state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

Upon execution by both parties this Agreement shall be made effective on February 1, 2002.

IN WITNESS THEREOF, the parties hereto have caused this Agreement No. C-2-0148 to be executed on the date first written above.

CITY OF HUNTINGTON BEACH

By Debbie Cook
Mayor

ORANGE COUNTY TRANSPORTATION AUTHORITY

By Arthur T. Leahy
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

By Gail Hutton
Gail Hutton
City Attorney

By Kennard R. Smart, Jr.
Kennard R. Smart, Jr.
General Counsel

ATTEST:

By Theresa Burchard
Theresa Burchard
City Clerk

INITIALED AND APPROVED:

By [Signature]
Director of Community Services

REVIEWED AND APPROVED:

By Debbie Cook
City Administrator

**Scope of Work
Senior Mobility Program**

1. The City of Huntington Beach (City) will utilize funding provided by OCTA and its local match to provide the following services:
 - Transportation for residents 55 years of age and older to medical appointments, grocery shopping, senior center classes/nutrition site, special events, the adult day center, and life-supporting medical trips, such as dialysis, and chemotherapy.
 - The City will provide approximately 1,200 one-way trips monthly using two 22-passenger buses, five vans and one sedan.
 - The hours of service are 8:00 a.m. to 5:00 p.m.
 - The days of service are Monday through Friday, and occasional weekends.
2. The City will follow competitive procurement practices in selection of vendors for all services which it does not provide using its own workforce. Any RFP for services will specify the use of vehicles meeting ADA accessibility standards.
3. The City wishes to obtain two retirement eligible OCTA ACCESS vehicles which will be donated by OCTA
4. The City will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - Daily Pre-Trip Inspections that meets or exceeds the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 1)
 - Scheduled preventive maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles. (Attachment 2)

The City will maintain maintenance records for each vehicle for 5 years and will cooperate fully in annual Motor coach carrier terminal inspections conducted by the California Highway patrol
5. The City will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform their duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
6. The City will submit a monthly report to OCTA's Community Transportation Services which includes, at a minimum, a monthly and fiscal year-to-date summary of service and expenditures as illustrated in Exhibit C.
7. The City will participate in OCTA marketing and outreach efforts to encourage use of fixed-route transit service by older adults.

AGREEMENT NO. C-2-0656
EXHIBIT A

8. The City will note OCTA sponsorship in any promotional material for service funded under this agreement and will display the OCTA Senior Wheels program logo on vehicles used in this program (excluding taxis).
9. The City will ensure that it maintains adequate oversight and control over all aspects of service that are provided by a contracted vendor.
10. The City will participate in the annual National Transit Data Base reporting process.

PROJECTED FUNDING LEVELS
SENIOR MOBILITY PROGRAM

AGREEMENT NO. C-2-0656
EXHIBIT B

Huntington Beach

	Current Allocation	02	03	04	05	06	07	08	09	10	11	Total
OCTA Contribution - Operating	\$ 21,759	\$ 90,279	\$ 96,498	\$ 102,943	\$ 109,798	\$ 117,553	\$ 125,765	\$ 134,402	\$ 143,455	\$ 152,940	\$ 164,522	\$ 1,238,256
City Contribution - Operating	\$ 8,714	\$ 25,844	\$ 27,389	\$ 29,010	\$ 30,724	\$ 32,663	\$ 34,716	\$ 36,875	\$ 39,138	\$ 41,509	\$ 44,430	\$ 342,308
County Contribution - OAA	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 13,097	\$ 130,970
Total Operating Costs	\$ 43,570	\$ 129,220	\$ 136,994	\$ 145,050	\$ 153,620	\$ 163,313	\$ 173,578	\$ 184,374	\$ 195,690	\$ 207,546	\$ 222,149	\$ 1,711,534
# Vehicles Provided		2	2	2	3	3	3	3	3	3	3	3
OCTA Contribution - Refurbishing		\$ 6,000	\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ 9,000	\$ 33,000
Total Cost		\$ 135,220	\$ 136,994	\$ 145,050	\$ 162,620	\$ 163,313	\$ 173,578	\$ 193,374	\$ 195,690	\$ 207,546	\$ 231,149	\$ 1,744,534
Increase in OCTA Allocation for												
Operating Costs		\$ 68,520	\$ 74,739	\$ 81,184	\$ 88,040	\$ 95,794	\$ 104,006	\$ 112,643	\$ 121,696	\$ 131,181	\$ 142,863	\$ 1,020,666
% Increase in OCTA Allocation for		315%	343%	373%	405%	440%	478%	518%	558%	603%	657%	469%
Operating Costs												
Senior Population		20,874	21,483	22,092	22,701	23,387	24,073	24,759	25,445	26,131	27,084	

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